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Call-Off Schedule 14 (Service Levels)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

| | |
|--|--|
| "Critical Service Level Failure" | has the meaning given to it in the Order Form; |
| "Service Credits" | any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; |
| "Service Credit Cap" | has the meaning given to it in the Order Form; |
| "Service Level Failure" | means a failure to meet the Service Level Performance Measure in respect of a Service Level; |
| "Service Level Performance Measure" | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and |
| "Service Level Threshold" | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule. |
| "Performance Monitoring Reports" | has the meaning given to it in Paragraph 1.2 of Part B of this Schedule |

OFFICIAL - SENSITIVE

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

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OFFICIAL - SENSITIVE

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall be allowed a one-month grace period at the start of each Call Off Contract in respect of any Service Level Failure, during which period Service Credits shall not be applicable. Following the one-month grace period in each Contract Year, the Buyer shall be entitled to Service Credits in accordance with this Schedule.
- 2.4 The Supplier shall monitor its performance against the Service Levels in the Annex to Part A of this Schedule. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.5 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.5.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.5.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 2.5.3 the Buyer is entitled to or does terminate this Contract pursuant to Core Terms Clause 10.4 (When CCS or the buyer can end a contract).
- 2.6 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of a Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

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Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2023

OFFICIAL - SENSITIVE

- 2.6.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
- 2.6.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
- 2.6.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("Compensation for Critical Service Level Failure"), provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

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Framework Ref: RM6342

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Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1. is likely to or fails to meet any Service Level Performance Measure; or
- 1.2. is likely to cause or causes a Critical Service Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
 - 1.2.1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
 - 1.2.2. instruct the Supplier to comply with the Rectification Plan Process;
- 1.3. if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier, to the Buyer. If a Buyer has signed an Order Form with a Supplier with £0 (zero) transaction fees, any applicable Service Credits due need to be returned to the Customer in form of a credit note; and/or
- 1.4. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate this Contract for material Default).

2. Service Credits

- 2.1. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice or credit note in accordance with 1.3, in accordance with the calculation formula in the Annex to Part A of this Schedule.

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Annex A to Part A: Service Levels and Service Credits Table

| Ref | Service Level Performance Criterion | Service Level Performance Measure | Key Indicator | Service Level Threshold | Critical Service Level Failure Threshold | Service Credit for each Service Period |
|-------|-------------------------------------|--|----------------------|-------------------------|--|---|
| KPI 1 | Room availability | <p>The availability of Rooms for bookings must align with the requirements specified in 'Premises' in Schedule 20 – Specification. For a Room to be available, the Room must meet the standards outlined in terms of size, accessibility, availability timings, soundproofing, cleanliness, and equipment specifications detailed in 'IT Hardware' and 'IT Software', ensuring they are fit for purpose and meet expected standards so all interviews are carried out.</p> <p>The Rooms will be deemed to be unavailable if it is not useable and prevents any interview across any working day.</p> <p>The performance will be calculated as the number of available Room Days across all Facilities within the Service Period compared to the total number of Room Days across all Facilities (locations) across the Service Period month.</p> | % of Rooms available | ■ | ■ | The Service Credit is the difference between the Service Level Threshold and the actual service level performance for this KPI multiplied by ■, multiplied by the monthly Service Charge for the relevant monthly Service Period. |

OFFICIAL - SENSITIVE

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2023

OFFICIAL - SENSITIVE

| Ref | Service Level Performance Criterion | Service Level Performance Measure | Key Indicator | Service Level Threshold | Critical Service Level Failure Threshold | Service Credit for each Service Period |
|-------|-------------------------------------|--|---|-------------------------|--|---|
| | | The number of Room Days is calculated as number of Room in each Facility/location x working days in the Service Period month. See A1 for further guidance on calculation of the performance of this KPI. | | | | |
| KPI 2 | Communication of Issues | <p>Operational and service-related issues occurring at Facilities must be promptly communicated to the Home Office Interview Failure and Enablement Team (IVFE) lead, Helen Winwood within 20 minutes of the event, within any Working Day.</p> <p>Communication channels may include email or instant messaging (IM). These issues encompass all activities that disrupt the normal functioning of interview sites, including, but not limited to Room unavailability, appointment cancellations or no-shows, building or Room outages/repairs, and Attendee's health or wellness concerns.</p> | % of issues communicated with 20 minutes | ■ | ■ | The Service Credit is the difference between the Service Level Threshold and the actual service level performance for this KPI multiplied by ■, multiplied by the monthly Service Charge for the relevant monthly Service Period. |
| KPI 3 | Prompt issue resolution | Any issues that affect the service and/or complaints from Attendees, their representatives, the Home Office, or relevant third parties, are to be resolved within 2 Working Days | % of issues and/or complaints resolved, or actioned to the reasonable satisfaction of | ■ | ■ | The Service Credit is the difference between the Service Level Threshold and the actual service level performance for this KPI multiplied by ■, multiplied by the monthly |

OFFICIAL - SENSITIVE

Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2023

OFFICIAL - SENSITIVE

| Ref | Service Level Performance Criterion | Service Level Performance Measure | Key Indicator | Service Level Threshold | Critical Service Level Failure Threshold | Service Credit for each Service Period |
|-------|-------------------------------------|--|---|-------------------------|--|---|
| | | | the Buyer, within 2 Working Days. | | | Service Charge for the relevant monthly Service Period. |
| KPI 4 | Management Information | Management Information Reporting contains accurate information and received within timelines specified in Paragraph 2.7 of Schedule 20 (Specification), for all MI reporting provided within each Service month. | % of MI Reports provided that meet the specification. | ████ | ████████ ██████████ ██████ ██████████ ██████ | The Service Credit is █████ multiplied by the monthly Service Charge for the relevant monthly Service Period. |

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Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis or such other period agreed between the Parties . The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

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Call-Off Schedule 14 (Service Levels)

Call-Off Ref:

Crown Copyright 2023

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- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. Satisfaction Surveys

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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